

BEFORE THE ARBITRATOR

In the Matter of the Arbitration	:	
of an Impasse Between	:	
MONROE COUNTY	:	Decision No. 29595-A
(SHERIFF'S DEPARTMENT)	:	
and	:	
WISCONSIN PROFESSIONAL POLICE	:	
ASSOCIATION, LAW ENFORCEMENT	:	
EMPLOYEES RELATIONS DIVISION	:	

Appearances:

Richard T. Little, Bargaining Consultant, for the labor organization.
Kenneth Kittleson, Personnel Director, for the Municipal Employer.

ARBITRATION AWARD

The above-captioned parties selected, and the Wisconsin Employment Relations Commission appointed (Case 142, No. 57102, MIA-2235, Dec. No. 29595-A), the undersigned Arbitrator to issue a final and binding award pursuant to Sec. 111.77(4)(b) of the Municipal Employment Relations Act resolving an impasse between these parties by selecting either the total final offer of the Municipal Employer or of the labor organization.

A hearing was held in Sparta, Wisconsin, on August 12, 1999. No transcript was made. Briefs were exchanged on September 30, 1999.

The collective bargaining unit covered in this proceeding consists of the law enforcement personnel in the employ of the Municipal Employer. There are approximately 38 employees in this unit.

The parties are seeking an agreement for 1999 and 2000.

THE FINAL OFFERS

The main issue specified by the parties' final offers is wages.

The County proposes to increase the wage rate specified in the parties' immediately preceding agreement by 2.75% effective on January 1, 1999, and 2.75% on January 1, 2000.

The Association proposes to increase those rates by 2% increments effective January 1, 1999, July 1, 1999, January 1, 2000, and July 1, 2000.

It is agreed that the appropriate universe of comparison to similar employers and employees in this matter consist of Vernon County, Juneau County, Jackson County, City of Sparta, and City of Tomah law enforcement personnel.

The record discloses that the instant unit has declined in its relative position among the comparables in recent years, and is now generally among the lowest paid. The proposal of the Association, while it requires greater wage increases than the County's offer, does not reposition the unit among the comparables. The Association's proposal also represents a below-average percentage increase.

The County opposes the "split wage increases" that the Association proposes on the basis that they "deceive the budget for one year only, and the greater wage lifts inherent in split wage increases continue in perpetuity." It calculates its proposal as 4% in 1999 and 3.6% in 2000, while the Union proposes 4.2% and 4.8% respectively. It emphasizes that, when these proposals are combined with the impact of health insurance cost increases, both exceed the increase in the cost of living.

The County also stresses "the internal settlement pattern for Monroe County." It points out that it has provided its employees with increases in the 2.5%-2.75% range over the preceding four years while the comparable Municipal Employers have been providing 4%-4.5% increases, and argues that "it has bargained responsibly while some of the comparables have been fiscally irresponsible"

The Arbitrator has considered the factors specified at Sec. 111.77(6) of the Municipal Employment Relations Act for decisions in such proceedings, as well as the record made by these parties, and their arguments as set forth in their briefs.

In summary the County contends that it is average in terms of demographic factors and should not be a "wage leader," and that the Union's offer is undesirable because of its "split" structure and its amount which exceeds cost of living increases and increases to other County employees.

In the Arbitrator's view, the structure of the increase is far less important than its effect upon the Employer and its employees. There is no apparent reason why these employees should lag behind their counterparts at comparable employers. How the increases given to other County employees placed them among their counterparts is not indicated by the evidence. The fact that both parties' offers in some sense exceed the rate of the increase in the cost of living is relevant but, in the judgment of the undersigned, does not justify adopting the Employer's offer which would cause this unit to fall further behind its comparable counterparts.

Based upon such considerations the Arbitrator prefers the Association's offer on wages.

The parties' offers also differ with respect to a memorandum of agreement dated December 18, 1997, addressing the classification of bailiffs. The Association proposes that it be incorporated into the collective bargaining agreement, whereas the County apparently would continue it as an attachment to the agreement. The County's brief ignores the matter, and it is concluded that it is one of too little consequence to affect the selection of a total final offer.

AWARD

On the basis of the foregoing, and the record as a whole, the undersigned Arbitrator selects the final offer of the labor organization.

Signed at Madison, Wisconsin, this 18th day of October, 1999.

Howard S. Bellman
Arbitrator